

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS901910	OPENING DATE (1:00 p.m.) MARCH 17, 2010	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC048	BID NOTICE DATE MARCH 04, 2010	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: BATTERIES; FLASHLIGHTS, LANTERNS AND LAMPS			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>04/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>03/31/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable



C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen(15) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder shall submit descriptive literature of the supplies or services being offered as part of their bid submission. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature as part of their bid response will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category of product. Failure to bid all items may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage for each item by the corresponding unit price offered by the bidder within a category to obtain a total for line item. A figure of one (1) will be used for evaluation purposes, whenever an estimated usage of unknown quantity is shown. The totals for each line item in the category will be added to obtain a category total.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered cooperative purchasing participants located within the state of Ohio.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

SPECIAL TERMS AND CONDITIONS (cont.)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six(6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty(30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

COOPERATIVE PURCHASING CONTRACT. This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

SPECIAL TERMS AND CONDITIONS (cont.)

CONTRACTOR REVENUE SHARE. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

CONTRACT RENEWAL: See Article S-6. Contract Renewal: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
 - a. Minimum limits of \$500,000.00 per occurrence.
 - b. Minimum limits of \$1,000,000.00 annual aggregate.
 - c. The State shall be listed as the certificate holder.
 - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
 - 3) a designation of the State as an additional insured.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a compliant certificate within the stated time frame may cause the bidder to be deemed not responsive.

STATE OF OHIO OFFICE OF BUDGET MANAGEMENT ELECTRONIC FUNDS TRANSFER PAYMENTS PROGRAM: The awarded contractor should consider registering for the state of Ohio, Office of Budget Management's Electronic Funds Transfer Payments program. By registering and participating in this program, contractors reduce costs for both themselves and the state of Ohio and insure that payments for goods or services are transmitted to promptly and accurately. To register for this program, go to: www.obm.ohio.gov/ select Forms from the left side menu and scroll down to VENDOR FORMS, download and print form EFT – Direct Deposit Form (OBM-1234) review, complete, sign and submit it in accordance with the instructions on the form.

SPECIAL TERMS AND CONDITIONS (cont.)

FEDERAL TAXPAYER IDENTIFICATION FORM W-9:

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of pdf files, select Item 1105, Form Number W-9
- download, complete the form, submit with the bid response

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of State Purchasing competitively bid Invitation to Bid, Request for Proposal, or State Term Schedule and also to currently awarded contractors as well. The DAS Central Accounting System requires that all contractor W-9 forms be periodically updated by submission of a new form.

DELIVERY METHOD: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE AND CLASSIFICATION:

A. SCOPE:

1. These specifications are for various types of rechargeable portable lighting devices; rechargeable and non-rechargeable accessories. These items will be used by various state agencies, including the Ohio State Highway Patrol. The lighting devices and accessories are delineated into four (4) categories.

B. CLASSIFICATION:

1. Lighting devices and accessories are required in four (4) different categories.
 - a. Batteries, category "A".
 - b. Lamps, category "B".
 - c. Flashlights and Lanterns, category "C".

II. APPLICABLE DOCUMENTS:

A. The latest revision of the following documents shall apply:

1. American National Standards Institute: C18.1M Part 1 and 2.
- 2.. National Electrical Dealers Association (NEDA) reference numbers.

III. REQUIREMENTS:

A. Batteries:

1. All batteries shall be new, unused, and of such recent manufacture that capacity (energy output) shall not be less than the designed ratings. Batteries shall be of the latest design offered to the trade.
2. Dry cell batteries shall have a non-spillable electrolyte and shall fulfill all the requirements of the applicable documents as stipulated herein.
3. Flashlight batteries shall be the leak proof type and shall be completely enclosed in metal jackets or equal and shall be insulated from both terminals of the cell.
4. Vendors shall explain and provide dating code of batteries offered.
5. All batteries may be subject to testing for initial delayed capacity.
6. Rechargeable nickel-cadmium batteries shall be "AA", "C", "D", 1.5 volt. Voltage for "AA", "C" and "D" shall be 1.2. Voltage rated capacity for "AA" is 500 mah; "C" is 1.2 ah and "D" is 1.2 ah. To obtain positive and negative tabs add "T" to battery type. Example: "AA/T".

SPECIFICATIONS AND REQUIREMENTS (Cont.)

7. Battery charger for nickel-cadmium batteries shall be designed for recharging of nickel-cadmium batteries only. Must be capable of charging AA, AAA, C, D, and 9-volt size batteries.
8. Reusable alkaline batteries shall be available in AAA, AA, C, and D sizes with a rated capacity of 1.5 volts. Batteries shall be fully charged, ready for immediate use, with a shelf life of up to five (5) years. Batteries shall be free of Cadmium and shall contain no more than .025% Mercury. Charging rate shall be of such to fully charge each battery within three (3) to ten (10) hours.
9. Battery charger for alkaline batteries shall be designed for recharging of alkaline batteries only. Charger must have warning labels stating potential dangers if misused. Must be capable of charging "AA", "AAA", "C", and "D" batteries.
10. Carbon zinc batteries shall contain 0% mercury and 0% cadmium added during the manufacturing process.
11. Alkaline batteries shall contain no more than .0025% mercury (250 PPM) added during the manufacturing process.

B. Lamps: Various replacement flashlights and lantern lamps to be used in the items as stipulated herein.

C. Flashlights/Lanterns:

1. Type 1: Industrial rated flashlight with hanger ring; polypropylene construction; two (2) "D" cell size; slide switch; multi-faceted reflector; high impact, scratch resistant lens.
2. Type 2: Same as Type 1, plus includes a Krypton bulb.
3. Type 3: Same as Type 1, plus includes a permanent magnet switch.
4. Type 4: All purpose, economy style flashlight; polyethylene construction; two (2) "D" cell size; slide switch.
5. Type 5: Same as Type 4 above plus includes imprinting. Shall be imprinted with "Property of the State of Ohio". All flashlights ordered by colleges and universities shall also be imprinted with the facility name. All flashlights ordered under cooperative purchasing guidelines shall be imprinted as instructed by the ordering entity.
6. Type 6: Extra-heavy duty, industrial rated flashlight with hanger ring; polypropylene construction; waterproof and chemical resistant; two (2) "C" cell size; slide switch; shatter-proof lens; spot to flood focus.
7. Type 7: Extra-heavy duty, industrial rated flashlight with hanger ring; polypropylene construction; waterproof and chemical resistant; three (3) "D" cell size; slide switch; shatter-proof lens; spot to flood focus.
8. Type 8: Heavy duty, industrial rated flashlight ; non-conductive construction; waterproof ; two (2) "D" cell size; slide switch; Krypton bulb.
9. Type 9: Lantern; sealed beam spot light; with general purpose, 6 volt, screw terminal battery.
10. Type 10: Lantern; heavy duty; floating; plastic construction; with extra-heavy duty, 6 volt, spring terminal battery.

IV. WORKMANSHIP:

1. All products and items shall be free from any type of manufacturing defects which may impair appearance and/or serviceability. Such defective items shall be returned immediately at the contractor's expense.

V. PACKAGING:

1. All products and items shall be packed in accordance with the industry standard to assure a safe, damage-free delivery. Date of manufacture and contents information shall appear on all shipping cartons.

BID SCHEDULE

BIDDER MUST INDICATE UNITS PER CASE, IF REQUIRING PURCHASE IN CASE LOT ONLY

CATEGORY A: BATTERIES

IGNITION AND MULTIPLE BATTERIES

Bidders shall not insert unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Purchasing and not used in the evaluation and any subsequent award.

ITEM NUMBER:	DESCRIPTION	MAKE OR BRAND	MFR. PRODUCT NUMBER.	ESTIMATED ANNUAL USAGE	UNITS PER CASE	PRICE PER EACH
2634	NEDA 903, 7-1/2 volt, dry cell for emergency lighting			12		\$
2632	6 volt, Spring terminal, lantern batteries			120		\$
8448	NEDA 915, 6 volt, Screw terminal, lantern batteries			12		\$
8195	Industrial Grade, "C" Size, 1-1/2 volt, flashlight battery, heavy duty			72		\$
2633	NEDA 918, 6 volts, 8 "F" cell, binding post terminals, lantern batteries			12		\$
8449	NEDA 920, 6 volts, dry cell "F" 4 BW Socket, special lighting			12		\$
2630	NEDA 13CD, Heavy duty, flashlight batteries "D" size, 1-1/2 volt			72		\$
2631	NEDA 908CD, 6 volt, heavy duty, spring terminals			24		\$
8447	NEDA 908D, 6 volt, maximum heavy duty, spring terminals			12		\$
8446	NEDA 908, 6 volts, alkaline, spring terminals			12		\$

PHOTOFLASH AND TRANSISTOR TYPE

8194	NEDA 14A, "C" size, 1-1/2 volt, alkaline			4,032		\$
2571	NEDA 13A, "D" size, 1-1/2 volt, alkaline			3,384		\$
2569	NEDA 24A, "AAA" size, 1-1/2 volt, alkaline			6,240		\$
8193	NEDA 15A, "AA" size, 1-1/2 volt, alkaline			14,017		\$
2570	NEDA 15C, "AA" size, 1-1/2 volt, transistor type, carbon zinc			480		\$
8277	NEDA 1604, 9 volt, snap fastener, transistor type, carbon zinc			144		\$
2878	NEDA 1604A, 9 volt, snap fastener, transistor type, alkaline			2,736		\$

BID SCHEDULE (cont.)

BIDDER MUST INDICATE UNITS PER CASE, IF REQUIRING PURCHASE IN CASE LOT ONLY

CATEGORY A: BATTERIES (cont.)

RECHARGEABLE NICKEL-CADMIUM BATTERIES AND CHARGERS

ITEM NUMBER	DESCRIPTION	MAKE OR BRAND	MFR. PRODUCT NUMBER	ESTIMATED ANNUAL USAGE	UNITS PER CASE	PRICE PER EACH
6655	NEDA 10015, "AA" size, 1.2 volt			4		\$
1877	NEDA 10024, "AAA" size, 1.2 volt			4		\$
1878	NEDA 10014, "C" size, 1.2 volt			2		\$
6656	NEDA 10013 HC, "D" size, 1.2 volt			2		\$
1879	NEDA 11604 7.2 volt, snap fastener			1		\$
6657	Battery charger; charges up to four "AAA, AA, C, D", or two 9-volt size Ni-Cad			1		\$

REUSABLE ALKALINE BATTERIES AND CHARGERS

2567	"AAA" size, 1.5 volt			40		\$
8191	"AA" size, 1.5 volt			40		\$
2568	"C" size, 1.5 volt			12		\$
8192	"D" size, 1.5 volt			12		\$
2879	Battery charger for Alkaline Batteries, 4-position			6		\$
8331	Battery charger for Alkaline batteries, 8-position			6		\$

BID SCHEDULE (cont.)

BIDDER MUST INDICATE UNITS PER CASE, IF REQUIRING PURCHASE IN CASE LOT ONLY

CATEGORY B: LAMPS

LAMPS, REPLACEMENT FLASHLIGHT AND LANTERN

1874	Lamp, Flashlight, 2 "D"-Cell Rated			100		\$
6652	Lamp, Flashlight, 3 "D"-Cell Rated			100		\$
6653	Lamp, Lantern, 6 Volt Rated			100		\$
1875	Lamp, Lantern, Sealed Beam 6 Volt Rated			40		\$
1876	Lamp, Flashlight, 2 "D" Cell, Krypton Bulb			80		\$
6654	Lamp, Flashlight, 3 "D" Cell, Krypton Bulb			80		\$

CATEGORY C: FLASHLIGHTS AND LANTERNS

FLASHLIGHTS & LANTERNS

NIGP CODE NUMBER:	DESCRIPTION	MAKE OR BRAND	MFR. PRODUCT NUMBER	ESTIMATED ANNUAL USAGE	UNITS PER CASE	PRICE PER EACH
2945	Type 1 Flashlight, 2 Cell "D" Size			36		\$
7621	Type 2 Flashlight, 2 Cell "D" Size, W/Krypton Bulb			36		\$
2947	Type 3 Flashlight, 2 Cell "D" Size, W/Magnet			24		\$
2946	Type 4 Flashlight, 2 Cell "D" Size, Economy Type			24		\$
7622	Type 5 Flashlight, 2 Cell D Size, Imprinted			144		\$
7623	Type 6 Flashlight, 2 Cell "C" Size, Spot to Flood Focus, Krypton Bulb			12		\$
7624	Type 7 Flashlight 3 Cell "D" Size, Spot to Flood Focus, Krypton Bulb			12		\$
2949	Type 8 Flashlight 2 Cell "D" Size, Water proof, Non-conductive, Krypton Bulb			12		\$
2950	Type 9 Lantern Sealed Spot Beam, with 6- Volt Screw Terminal Battery			22		\$
2625	Type 10 Lantern Heavy Duty, Floating, 6-Volt Spring Terminal Battery			12		\$

BID SUBMISSION CHECKLIST

<u>Submitted</u>		<u>Required</u>
	<u>Required with the Bid Response</u>	
_____	Bid Cover Page, Signed in Blue Ink (Page 1)	_____ Yes
_____	Required Certification For Bidding (Page 2)	_____ Yes
_____	Completed Bid Pricing (Pages 9-11)	_____ Yes
	<u>Required During the Bid Evaluation Process</u>	
_____	DMA Form (see Page 2)	_____ Yes
_____	Insurance Requirements (see S-13)	_____ Yes
_____	Ohio BWC Certificate (see S-12)	_____ Yes
_____	Approved Affirmative Action Program Certification	_____ Yes

This checklist is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this checklist does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.